

EXHIBIT 1

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF WISCONSIN

BMO HARRIS BANK, N.A.,)
Plaintiff,)
v.)
ELIZABETH LAILER and)
ROBERT W. BAIRD & CO)
Defendant.)
Case No. 2:16-cv-00545-JPS
Hon. J.P. Stadtmueller

Declaration of Sara Dassow

My name is Sara Dassow and if called upon to do so I could testify to the following based on my own personal knowledge:

1. I work for BMO Harris Bank, N.A. (“BMO Harris”) as a Recruitment Channel Advisor in the Human Resources Department located at 770 N. Water Street, Milwaukee, WI. In that capacity, I am familiar with the process used at BMO Harris for recruiting and hiring of BMO Harris employees, as well as the procedures to implement a change in employment position by a current BMO Harris employee.

2. BMO Harris applicant records show that Elizabeth Lailer was employed by BMO Harris from 2012 to 2016. Her title starting in 2012 until December 2016 was Private Banker. On December 15, 2015, Ms. Lailer accepted a new position as a Private Wealth Advisor II with BMO Harris.

3. When a current BMO Harris employee is offered a new position within BMO Harris, there is a procedure for the employee to accept the new position. I have reviewed BMO

Harris's applicant records demonstrating the procedure by which Ms. Lailer accepted her position as a Private Wealth Advisor II with BMO Harris.

4. On December 4, 2015, she was invited by email to apply for the position of Private Wealth Advisor II. That same day, Ms. Lailer completed the application for the position and submitted her e-signature on that application to the bank.

5. Ms. Lailer was then offered the position. On December 7 and again on December 14, 2015, Ms. Lailer was sent an email communication that directed her to log on in the Taleo-applicant tracking system at the bank and to complete the online acceptance process. She would then have been prompted to follow a four-step process.

6. The end of the four-step process includes a screen called "Offer Letter Acceptance." This screen advises that "Completing this step creates an electronic signature to this letter that is legally binding as a handwritten signature." It states: "By selecting 'Yes, I accept' you acknowledge that you have read this offer letter and accept the offer." It also states: "By selecting 'No, I decline' you acknowledge that you have read this offer letter and decline the offer." The employee is then able to select "Yes, I accept" or "No, I decline" from a pull down menu. The employee then selects the date, enters her full name, email address and her unique employee identifier number. Ms. Lailer completed this process and accepted the Private Wealth Advisor II position at 10:08 a.m. on December 15, 2015.

7. A true and correct copy of the record of Ms. Lailer's acceptance in this case is attached as Exhibit A here.

8. A true and correct copy of the offer letter linked to Ms. Lailer's acceptance is attached hereto as Exhibit B.

9. Ms. Lailer obtained her new position as Private Wealth Advisor II with the bank as described above.

I declare under penalty of perjury that the foregoing is true and correct.

Executed: July 11, 2016

Sara Dassow

Sara Dassow

EXHIBIT A

From: Byars, Amy <Amy.Byars@bmo.com>
Sent: Tuesday, March 15, 2016 1:26 PM
To: Dassow, Sara
Subject: Screen shot - candidate acceptance

Lailer, Elizabeth J applied for requisition:

Private Wealth Advisor II - Grade 8 (1500026963)

						More Actions ▾
Job Submission ▾	Attachments	Offers	Offer Approvals	Referral	History	
Edit						

1. Resume

Candidate Personal Information

Taleo ID

50220

First name

Elizabeth J

Middle Name

Last name

Address (line 1)

N70 W27588 Glacier Pass

Address (line 2)

Lailer

Place of Residence

United States > Wisconsin

City

Hartland

Postcode

53029

Primary Number

2625380603

E-mail Address

2627831010

50220@invalidemail.com

Date of Availability

12/04/15

Please make your selection:

Date

Please enter

Yes, I accept

12/15/15

Elizabeth L

Please enter your unique identifier, i.e. your last name followed by your zip code/postal code.

lailer53005

Amy Byars | Senior Consultant, Talent Management Systems | Talent Planning & Acquisition
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EXHIBIT B



December 14, 2015

Elizabeth J Lailer
N70 W27588 Glacier Pass
Hartland, Wisconsin
53029

Dear Elizabeth,

I am pleased to offer you a transfer to a new role with BMO Harris Bank N.A., part of BMO Financial Group (Company).

Your Role

Your new role begins on December 20, 2015, as a full-time Private Wealth Advisor Director II - Grade 8.

Your title is Vice President.

Base Pay

Your base pay will be USD\$142,500.00 annually, paid every two weeks in accordance with the Company's pay policy.

Short-Term Incentive Plan (STIP)

Annual incentive or performance pay programs are an important part of the Company's total compensation. These programs reward eligible employees for their individual achievement of annual goals and the business's fiscal year performance. Awards are typically made in December in accordance with the terms of the plan. You must be actively employed by the Company at bonus payout time to receive this bonus.

Senior Manager Equity Program

You will be considered for the Senior Manager Equity Program (SMEP), which is a discretionary bonus for non-executive senior employees for demonstrated performance. You will be considered based on several factors, including whether you have maintained high performance and have the potential to make even more significant contributions in the future. Any discretionary amount of SMEP awarded to you would be converted into Bank of Montreal Restricted Share Units which would vest in three years and be paid in accordance to the terms of the plan.

Continued "at-will" Employment

You will continue to be an at-will employee of the Company without any guaranteed minimum annual compensation.

Benefits

The Company offers a benefits program for you and your eligible dependents that includes:

- health & insurance benefits
- income protection
- spending accounts
- pension
- savings
- work/life programs

For more information regarding your benefits and eligibility, please refer to www.myaccessbenefits.com.

Vacation

You are entitled to take 176 hours of vacation per calendar year.

Outside Business Activities & Conflict of Interest

You must not engage in any other business or paid employment without the Company's prior written consent.

Keeping Information Confidential

You must protect the confidential and proprietary information of the Company, our clients, suppliers and employees. You must comply with all laws and Company policies that restrict the use, disclosure, collection and access of confidential and proprietary information.

Return Company Property, and Company and Client Information

When your employment with the Company ends, you must return all Company property, and all Company and client information, in all formats, and you must not keep any copies.

Resignation from Employment

If you resign, you must give the Company no less than sixty (60) days' written notice before the date you plan to leave. You will co-operate in any transition and other duties the Company requires. The Company will pay you no less than your base salary during this period. You will remain an employee of the Company, even where, in its discretion, it does not require you to work during the sixty (60) days.

Non-Solicitation

During your employment and for twelve months following the end of your employment with the Company, you must not, directly or indirectly solicit: (i) a person who you know is an employee of the Company to leave his or her employment; and (ii) any client of the Company that you serviced during your last twelve months with the Company to offer any product or service that is the same as or similar to any product or service that you provided to that client previously.

BMO's Code of Conduct and Other Policies

You must comply with BMO's Code of Conduct (Code) and with Company policies. The Code and Company policies help the Company maintain the personal and professional conduct essential to our business, and protect our customers' assets or financial information. You must also comply with all applicable industry rules and regulations. If you fail to comply with the Code, any Company policy, or applicable industry rules and regulations, the Company may take corrective action, including termination. Refusing to help in a Code violation investigation, or retaliating against someone for filing a complaint under the Code, may also lead to the same corrective action. We may contact authorities if laws and/or regulations are violated. The Company may also pursue civil action for damages or harm caused by these violations.

Accepting the Position

You have carefully read and understood your obligations under this agreement. You accept this offer voluntarily.

Please provide your e-signature response by December 17, 2015. If you need additional time to consider this offer or have any questions, please contact your recruiter, Phyllis Milia at 312-461-3149.

I look forward to you joining our team.

Sincerely,
Leslie K Meisner
Managing Director
414-287-7067, Leslie.Meisner@bmo.com
BMO Harris Bank N.A.

EXHIBIT 2

From: Lailer, Libby [mailto:LLailer@rbaird.com]

Sent: Monday, March 14, 2016 11:44 AM

To:

Subject: An Important Message from Libby Lailer



Great partnerships begin
with great people.

As your Financial Advisor, my most important responsibility is to look out for your best interests – always. That's why I'm excited to inform you of our new partnership with Baird.

In selecting the right firm to support our important relationship, Rachel and I spoke with representatives from some of the largest and most reputable names in the industry. Ultimately, our research led us to Baird, where we are happy to say we've found a partner who shares our passion for creating great outcomes in people's lives. We're eager to put Baird's global resources and client-first culture to work toward your goals.

We will contact you shortly about the transition process and any questions you might have. In the meantime, please take a moment to [learn more about Baird](#). Once you have, I'm sure you'll agree we couldn't ask for a better partner.

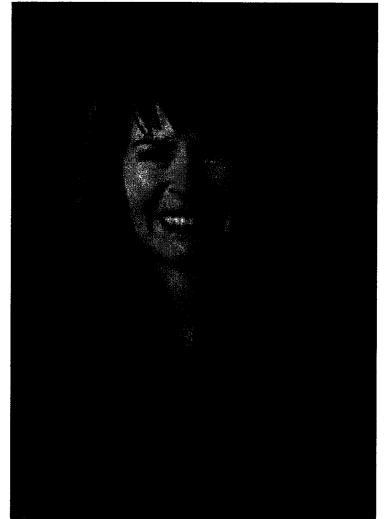
We appreciate the opportunity to serve you and look forward to continuing our relationship for many years to come.

Thank you,

Libby Lailer
Vice President
Financial Advisor
262-523-5618
LLailer@rbaird.com

Rachel Hodorff
Client Assistant
262-523-5677
rhodorff@rbaird.com

Baird
One Riverwood Place
N17 W24222 Riverwood Drive, Suite 240
Waukesha, WI 53188



Libby Lailer



Rachel Hodorff

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